

It is understood and agreed that of the above described improvements the Vendor shall retain the following: \_\_\_\_\_ and as a part of the consideration of said retention, the Vendor hereby binds and obligates himself to furnish all labor and materials and to remove to ground level all improvements and appurtenances retained by Vendor from the property herein conveyed within thirty (30) days after receipt of the consideration hereinabove stated. In the event the improvements are tenant occupied, the Vendor, and Vendor's successors, heirs and assigns shall not require the tenant-occupant to vacate until authorized to do so by the Department

Upon failure of the Vendor to effect the removal of these improvements and appurtenances within the said period of time, the improvements and appurtenances shall become the property of the Department, to be disposed of as directed by the Chief Engineer, without recourse to the Vendor even as to salvage, and the Vendor shall become and remain liable unto the Department for any and all costs incurred by the Department in connection with such disposal.

The Vendor shall remove each item, including all appurtenances, down to ground level. Concrete slabs and other foundation material below ground level may be left in place. The removal shall include all wiring, plumbing and accessories above the ground which are attached to or a part of a building, all sheds, garages, outhouses, and other appurtenances, except that while fences, shrubs, plants and other growth are classified as accessories, their removal shall be optional. After removal, the site shall be left in a condition satisfactory to the Chief Engineer or his authorized representative.

The Vendor shall observe all rules and regulations of the state board of health, and of all local health officials, and must take such precautions as are necessary to avoid unhealthy conditions.

The Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful removal of the building and appurtenances.

The Vendor shall save harmless the Department and all its representatives from all suits, actions, or claim of any character brought on account of any damages sustained by any person or property in consequence of any neglect in safeguarding the work.

The Vendor shall be responsible for the preservation of all public and private property, trees, monuments, etc., along and adjacent to the right of way on which the building and appurtenances are located and shall use every precaution to prevent damage or injury thereto. He shall use suitable precaution necessary to protect carefully from disturbances or damage all land monuments and property or right of way markers until an authorized agent has witnessed, or otherwise referenced, their locations, and shall not remove them until directed. The Vendor shall not injure or destroy trees or shrubs nor remove or cut them without proper authority.

The Vendor shall be responsible for any damage done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or on account of defective work or material, and he shall restore at his own expense, such property to a condition similar or equal to that existing before damage was done, by repairing rebuilding, or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner.

Upon the failure of the Vendor to remove all debris from the site after the removal of said improvements and appurtenances, the Department is hereby authorized to remove the debris and leave the site in a sightly condition in any manner desired expedient by the Chief Engineer, and the Vendor shall become and remain liable unto the Department for any and all costs incurred by the Department in connection with the removal of said debris.